

PARKING GARAGE LICENSE

Between

LUCAS MUSEUM OF NARRATIVE ART,

as Licensor,

and

SIXTH DISTRICT AGRICULTURAL ASSOCIATION,

As Licensee

July 28, 2017

PARKING GARAGE LICENSE

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PARKING GARAGE LICENSE

THIS **PARKING GARAGE LICENSE** ("*License*"), made and entered into as of July 28, 2017, by and between LUCAS MUSEUM OF NARRATIVE ART, a California nonprofit public benefit corporation ("*Licensor*"), and SIXTH DISTRICT AGRICULTURAL ASSOCIATION, an institution of the State of California, also known as the California Science Center pursuant to §4101 of the California Food and Agricultural Code ("*Licensee*").

Recitals

- A. Licensor is the owner of the ground leasehold interest in that certain real property more particularly described in *Exhibit A* attached hereto and incorporated herein by this reference (the "*Property*"), pursuant to that certain Lease and Agreement, dated as of July 28, 2017, between Licensee, as landlord, and Licensor, as tenant (as it may hereafter be amended, supplemented or otherwise modified, the "*Ground Lease*"), on which Property Licensor intends to construct The Lucas Museum of Narrative Art (the "*Museum*") and related improvements.
- B. The Property is located within Exposition Park in the City and County of Los Angeles, California.
- C. Licensee owns, manages and operates most of the parking located with Exposition Park (such parking, the "*District Lots*").
- D. Licensor intends to construct a subterranean parking garage below the grade level of the Property containing not less than nine hundred seventy-five (975) parking spaces (the "*Garage*"), located approximately as depicted on *Exhibit B* attached hereto and incorporated herein by this reference.
- E. Licensor desires to grant to Licensee a license to operate and manage the Garage.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

Section 1. Grant of License

Licensor hereby grants to Licensee a license to use, operate and manage the Garage for the term and upon the covenants, agreements, and conditions set forth herein.

Section 2. Use

- (a) The Garage shall be used by Licensee solely as a parking garage for motor vehicles and any other purpose or purposes incidental thereto, including, but not limited to, the right to maintain at Licensee's sole expense one or more collection booths on the Garage and to place any personal property or trade fixtures necessary for such purposes in or on the Garage. Licensee shall not use, or permit the Garage or any part thereof to be used, for any purpose other than the purpose for which the Garage are hereby licensed. Three hundred seventy-five (375) parking spaces located on the northerly end of the Garage shall be reserved for the use of the patrons of the Natural History Museum of Los

Angeles County ("*NHM*") in accordance with the terms of the lease between Licensee and NHM (such parking spaces, the "*NHM Reserved Spaces*"); and the balance of the parking spaces located in the Garage shall be reserved for the use of the Museum's patron, employees and invitees (such parking spaces, the "*Museum Reserved Spaces*"), unless otherwise expressly provided in this License. No use shall be made or permitted to be made of the Garage, nor acts done in, on, or about the Garage, that will increase the existing rate of insurance on the Property, or cause a cancellation of any insurance policy covering the Property, or any part thereof, nor shall Licensee sell or permit to be kept, used, or sold, in or about the Garage, any article that may be prohibited by the standard form of fire insurance policies; provided that Licensee's use of the Garage for the normal parking of passenger vehicles in the ordinary course in compliance with the terms of this License shall not violate the restrictions contained in the preceding portion of this sentence.. Licensee shall not commit, or suffer to be committed, any public or private nuisance, or other act or thing that may injure, annoy, or disturb the quiet enjoyment of any occupant of neighboring properties or Licensors of the balance of the Property; nor, without limiting the generality of the foregoing, shall Licensee allow the Garage to be used for any improper, unlawful, or objectionable purpose. Licensee shall not place any harmful liquids in the drainage system of the Garage or of the Property. Licensee shall not place on the floors, walls, ceilings, or roof any loads that might endanger the structure, nor overload any electrical, mechanical, or other systems.

- (b) No waste materials or refuse shall be dumped on or permitted to remain on any part of the Garage except where designated by Licensors. No materials or articles of any nature shall be stored on or permitted to remain outside of the Garage. No loudspeaker or other device, system, or apparatus that can be heard outside the Garage shall be used in or at the Garage without the prior written consent of Licensors, which consent may be withheld at Licensors' absolute discretion.
- (c) Licensee shall comply with all the covenants, conditions, and/or restrictions ("*CC&Rs*") affecting the Garage or the Property, and with all reasonable rules and regulations affecting the Garage and the Property.
- (d) Licensee shall not store, use, or dispose of any Hazardous Materials (as hereinafter defined) on or about the Garage; provided, however, that Licensee shall have the right (so long as such right is exercised in compliance with all applicable Legal Requirements (as hereinafter defined)) to store reasonable amounts of chemicals and/or solvents customarily used in the operation and maintenance of a parking garage without notifying Licensors. Licensee shall be solely responsible for and shall defend, indemnify, and hold Licensors, and Licensors' board members, partners, officers, employees, successors, assigns, contractors and agents (collectively, "*Licensors' People*"), harmless from and against all claims, demands, damages, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the storage, use, or disposal of Hazardous Materials by Licensee, its agents, employees, contractors, or sublicensees (collectively, "*Licensee's People*") to the extent permitted by Government Code Section 14662.5. As used herein, the term "*Hazardous Material*" means any hazardous or toxic substance, material, or waste, the storage, use, or disposition of which is or becomes regulated by any governmental authority having jurisdiction over the Property and/or the Garage. The

term "*Hazardous Material*" includes, without limitation, any material or substance that is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as "hazardous" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) designated as a "hazardous substance" pursuant to 33 U.S.C.A § 1321, Section 311 of the Federal Water Pollution Control Act, (viii) defined as a "hazardous waste" pursuant to 42 U.S.C.A § 6903, Section 1004 of the Resource Conservation and Recovery Act, (ix) defined as a "hazardous substance" pursuant to 42 U.S.C.A § 9601, Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, or (x) listed or defined as "hazardous waste," a "hazardous substance," or other similar designation by any regulatory scheme of the State of California or the United States Government.

- (e) If any cleanup, remedial removal, or restoration work is required by any governmental agency or political subdivision having jurisdiction over the Property and/or the Garage ("*Governmental Agency*") because of the presence of Hazardous Materials on or about the Garage, the Property or surrounding properties caused or permitted by Licensee or any of Licensee's People, then Licensee shall, at its sole cost, promptly take any and all action necessary to perform such cleanup, remedial removal, or restoration. Licensee shall be solely responsible for, and shall defend, indemnify, and hold Licensors and Licensors's People harmless from and against all claims, demands, damages, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with any such removal, cleanup, or restoration work (including the cost of all materials) to the extent permitted by Government Code Section 14662.5.
- (f) If Licensors has reasonable cause to believe that the Garage or the Property have or may have become contaminated by Hazardous Materials and that such contamination was caused or permitted by Licensee or any of Licensee's People, Licensors may cause tests to be performed, including tests of the air, soil, and ground water, to detect the presence of Hazardous Materials. The cost of such tests, irrespective of the results thereof, shall be paid by Licensee.
- (g) The termination of this License shall not terminate the parties' respective rights and obligations under paragraphs (d) through (f) of this Section 2, and the parties hereto expressly agree that the provisions contained in such paragraphs of this Section 2 shall survive the termination of this License.
- (h) The obligations imposed on Licensee pursuant to this Section 2 are in addition to, and not in lieu of, the obligations imposed on Licensee pursuant to Section 33 hereof.

Section 3. Term

The term of this License (the "*Term*") shall commence on the date on which a certificate of occupancy is issued for the Garage (the "*Commencement Date*"), and unless sooner terminated in accordance with the terms of this License, shall terminate on the later of the (x) date on which the Ground Lease terminates or (y) the date on which Licensor surrenders possession of the Property (the "*Termination Date*"). Within ten (10) days after written request from Licensor, Licensee will execute and return to Licensor an acknowledgment of the Commencement Date.

Section 4. License Fee (In Kind)

In consideration hereof, Licensee covenants and agrees to afford, and shall provide, to Licensor up to 100 parking spaces in the Garage at no cost for the use of Licensor's personnel, employees, contractors and/or agents, at all times during the Term.

Section 5. Licensee's Covenants

Licensee covenants as follows:

- (a) Licensee shall operate in the Garage a parking garage for motor vehicles for the benefit of Licensor's People, Museum visitors, NHM, and, solely in conjunction with Major Events occurring at Exposition Park outside of the normal operating hours of the Museum with the prior written consent of Licensor as to any such Major Event, the general public at large. For purposes of this License, a "*Major Event*" means an event with a reasonably anticipated or actual attendance of 25,000 or more scheduled by an Exposition Park entity (*i.e.*, any of Licensor, Licensee, the California African-American Museum, NHM, the Los Angeles Football Club, EXPO Center or the University of Southern California as the operator of the Coliseum) and held within the premises of such entity's Exposition Park facility(ies) and/or on the plazas and outdoor spaces immediately adjacent to such entity's Exposition Park facility(ies). The use of the Garage by the general public at large during Major Events, when consented to by Licensor, shall be subject to any restrictions on the NHM Reserved Spaces imposed under the lease agreement between Licensee and NHM.
- (b) Licensee shall assume complete and total responsibility for all aspects of the daily operation, maintenance, and repair of the Garage so as to operate the Garage as a professional, first-class parking garage in accordance with the standards maintained by other first-class parking garages such as the parking garage at The Grove and the parking garages at Staples Center (a "*First-Class Garage*"). Licensee's responsibilities include, without limitation, a duty to:
 - (i) employ, supervise, discharge, uniform, and payroll employees or contractors necessary or desirable to be employed in the efficient operation, management, maintenance, and care of the Garage as a First Class Garage;
 - (ii) purchase and maintain all supplies and materials necessary for the care, maintenance, management, and efficient operation of the Garage on an on-going basis as a First Class Garage;

- (iii) determine and implement, in consultation with and with input from Licensor, reasonable protective measures to assure the welfare and safety of all patrons utilizing the Garage, including, if reasonably necessary, the hiring and stationing of security guards on or about the Garage, the installation and maintenance of security lighting, and/or the installation, maintenance, and monitoring of security cameras, and ensuring that Licensor shall have full access to the footage from such security cameras located at the access driveways and entrances/exits to and from the Garage as needed by Licensor to facilitate the investigation of any adverse events occurring at or about the Garage or the Museum (this right shall be contractually memorialized in any agreement Licensee enters into with a third party parking operator and Licensor shall be a third party beneficiary of such agreement);
- (iv) perform and supervise routine cleanup of the Garage and maintain the parking access and revenue control and all other parking-related equipment therein in a neat and clean condition and in good operating condition, as required for operation of the Garage as a First Class Garage;
- (v) establish and maintain all graphics, signage, and notices related to the operation of the Garage, both within the Garage and on the exterior of the Property, so as to establish and maintain the Garage as a First Class Garage, provided that all signage, graphics, and notices shall be subject to applicable law, the Exposition Park Master Plan, and Licensor's prior written approval as to location, size, and composition;
- (vi) handle the striping of the Garage in such a manner as to optimize the revenue generated from the Garage without unduly increasing the risk of damage to automobiles and other motor vehicles parked therein, all in a manner to maintain and operate the Garage as a First Class Garage, provided that any restriping of the Garage, changes to traffic control of the Garage or other changes pursuant to this clause (vi) shall be subject to the prior written consent and approval of Licensor, which consent and approval shall not be unreasonably withheld;
- (vii) establish parking rates in cooperation with Licensor, which rates shall be consistent with the parking rates for the District Lots, subject to adjustment by mutual agreement between Licensor and Licensee to enable Licensee to recover the additional operating costs (if any) that Licensee demonstrates to Licensor's reasonable satisfaction to be solely attributable to maintaining the Garage as a First-Class Garage; Licensor and Licensee shall first evaluate the need for such adjustment following completion of the first full year of operation of the Garage. The initial parking rates for the Garage shall be as set forth on *Exhibit C* attached hereto and incorporated herein and any changes thereto shall be subject to the prior written consent of Licensor, which consent Licensor may give or withhold in its sole discretion except that (x) if any such changed parking rate shall be the same as effected by Licensee with respect to all of the District Lots, then such changed parking rate may be made by Licensor with prior written notice to, but without the consent of, Licensee, and (y) if any such changed parking rate shall be

necessitated to cover the additional operating costs incurred to maintain the Garage as a First-Class Garage, Licensor shall not unreasonably withhold or delay its consent;

- (viii) collect on a daily basis all fees based on daily or transient parking;
 - (ix) establish a program in cooperation with Licensor for the issuance and control of validation stamps or forms of validation for patrons of the Museum; Licensor agrees that the validation program shall be structured such that Licensee shall not incur expenses in operating and maintaining the Garage that exceed the revenues received by Licensee from the Garage;
 - (x) establish and maintain accounting records of all income and expenses related to the operation and management of the Garage; and
 - (xi) comply with and adhere to any collective bargaining or other labor agreement to which it is subject;
- (c) During the Term, Licensee and Licensor shall meet periodically and at least every six months to confer regarding the operation and staffing of the Garage and Licensee's compliance with the obligations described in clause (b) above and elsewhere in this License; and if Licensor shall identify any defaults or deficiencies on the part of Licensee, Licensee shall cure such defaults or deficiencies within thirty (30) days of written notice from Licensor (or, if such default or deficiency is not reasonably susceptible to cure within such thirty (30) day period, Licensee shall initiate such cure within such thirty (30) day period and thereafter diligently prosecute such cure to completion.);
- (d) Licensee shall inspect the Garage on a regular basis during the Term (and in no event less frequently than once per calendar quarter) to determine whether there exists therein any violations or suspected violations of any Legal Requirements (as defined in Section 33 hereof) or whether there exists any safety or other hazard therein, and prepare and deliver to Licensor a report within thirty (30) days following any such inspection noting any violations or suspected violations of any Legal Requirements and any safety or other hazard therein, together with any recommendations of Licensee with regard to the remedying of such violations, suspected violations, or hazards;
- (e) Licensee shall adhere to the following procedures in the hiring, supervision, and firing of its personnel:
- (i) Licensee shall require all of its employees, agents, and contractors working at the Garage to abide by (A) all safety rules and regulations that may be promulgated from time to time by either Licensor or Licensee as such rules and regulations apply to the operation of the Garage; and (B) all Legal Requirements;
 - (ii) Licensee shall cause its agents, and contractors working at the Garage to be bonded;

- (iii) Prior to issuing any request for proposals (“RFP”) for the operation of the Garage (whether as part of the operation of parking facilities at Exposition Park generally or specifically for the Garage), Licensee shall submit the RFP to Licensor for Licensor’s input into the RFP. At a minimum, any RFP shall require the following of potential contractors to operate the Garage:
 - (A) the operator shall comply with all applicable employment laws, including requiring all employees to submit an I-9;
 - (B) the employees of such contractor working at the Garage in a valet or other driving capacity shall be at least eighteen (18) years of age;
 - (C) the employees of such contractor working at the Garage shall not have a known criminal background or record of conviction for other than minor vehicle code or traffic infractions; and
 - (D) the employees of such contractor working at the Garage in a valet or other driving capacity shall have valid California driver’s licenses permitting operation of a two-axle vehicle (Class C);
 - (E) the operator shall cause all of its employees, agents, or contractors working at the Garage to be properly uniformed, neat, and clean in appearance while on duty and when reporting to or departing from the Garage;
 - (F) the operator shall provide complete uniforms to all parking personnel working at the Garage, which uniforms shall be subject to Licensor’s reasonable approval;
 - (G) the operator shall cause all employees, agents, and contractors working at the Garage to wear and display at all times proper identification badges;
 - (H) the operator at all times shall employ sufficient personnel for the efficient operation of the Garage as a First-Class Garage, together with adequate and well-trained backup personnel and supervisory staff, so as to cover for any personnel absence, tardiness, or replacement; and
 - (I) the operator shall have the ability (through its own employees or through a subcontractor approved by Licensee) to provide valet parking at the Garage at the request of Licensor to service particular events scheduled by Licensor (with any reasonable and customary additional cost for such requested valet service to be paid by Licensor);
- (f) Licensee at all times shall maintain and provide Licensor evidence of an adequate off-site management-level supervisory staff who shall make periodic and unscheduled inspections of the Garage for the purpose of ensuring that the optimum level of services is being provided and to further ensure the successful operation of the Garage, and

Licensee shall forward copies of reports from such inspections to Licensor immediately following the conduct of each such inspection.

Notwithstanding the foregoing, in the event that Licensee engages a sublicensee or the District Parking Operator to operate the Garage in accordance with Section 21, Licensee shall use commercially reasonable effort to ensure that such sublicensee or the District Parking Operator complies with the covenants and obligations set forth in this Section 5.

Section 6. [Intentionally Omitted]

Section 7. Insurance

Licensor acknowledges that Licensee is self-insured. In the event that Licensee elects to sublicense the Garage or to have the District Parking Operator operate the Garage, in each case in accordance with Section 21 of this License, Licensee shall cause its sublicensee or the District Parking Operator to procure and keep in force during the term of this License, the following insurance coverage (at such sublicensee's or the District Parking Operator's, as applicable, expense):

- (i) Commercial General Liability, including Property Damage, Bodily Injury, contractual liability and completed operations, with a per occurrence limit of \$1,000,000 and \$2,000,000 in the aggregate;
- (ii) Commercial Automobile liability (including owned, hired and nonowned automobiles) with a combined single limit of \$1,000,000; and
- (iii) Garage Keeper's Legal Liability (fire, theft, and collision) with a combined single limit of at least \$2,000,000;
- (iv) Umbrella with a limit of \$5,000,000.

All such insurance shall be on an occurrence basis and shall be placed with a company or companies reasonably satisfactory to Licensor, with an AM Best rating of at least A-, XI. Certificates of such insurance shall be provided to Licensor prior to the Commencement Date. No policy shall provide for a deductible per claim in excess of \$10,000. Such insurance policy shall be endorsed to provide for thirty (30) days' written notice to Licensor prior to termination of coverage and/or before any changes that restrict or reduce the coverage provided for or change the name of the insured are made. Such sublicensee or the District Parking Operator also shall provide Workers' Compensation coverage covering employees as required by law. Licensor and any parties in interest specified by Licensor shall be named as additional insureds on all such policies, except workers' compensation.

Section 8. Taxes and Utilities

Licensor agrees to pay any and all real estate taxes and assessments levied upon or assessed against the Garage as the same become due. Licensee agrees to pay electrical, water, telephone, gas, and other utility services used on the Garage.

Section 9. Permits and Licenses

Licensee agrees to procure any and all permits or licenses necessary for the operation of the Garage (as set forth in Section 5 above), and Licensors agree to assist Licensee in obtaining such permits or licenses if such assistance is necessary.

Section 10. [Intentionally Omitted]

Section 11. No Waste

Licensee covenants and agrees that it will not commit or suffer any waste in the Garage.

Section 12. Notices

Any notices or communications required to be given to or by or served on the respective parties hereto may be so given or served by personal delivery or by mailing the same, properly addressed and stamped, to such party or parties by United States registered or certified mail. Notice shall be effective upon delivery if given by personal delivery or two (2) days after mailing if given by registered or certified mail. Until new addresses are given, the addresses of the respective parties for the purpose of such notices or communications and for another purpose shall be:

Licensors: Sixth District Agricultural Association
Exposition Park
700 Exposition Park Drive
Los Angeles, California 90037
Attention: General Park Manager

Licensee: *Prior to Completion of the Museum*
Lucas Museum of Narrative Art
P. O. Box 29916
San Francisco, California 94129-0916
Attention: President

Following Completion of the Museum
Lucas Museum of Narrative Art
3800 South Vermont Avenue
Los Angeles, California
Attention: President

Section 13. [Intentionally Omitted]

Section 14. [Intentionally Omitted]

Section 15. Hours of Operation

Licensee shall keep the Garage open for business during regular Museum operating hours, which are currently projected to be the following hours: 9 a.m. – 9 p.m., Monday through Sunday. Additionally, upon the prior request of Licensor, given not less than one (1) week prior to the event for which coverage is desired, Licensee shall keep the Garage open for such additional hours as Licensor shall request, provided Licensor reimburses Licensee for all costs associated with operating the Garage for the additional hours.

Section 16. [Intentionally Omitted]

Section 17. Alterations

Licensee will not make or suffer to be made any alterations, additions, or improvements to the Garage or any part thereof, or attach any fixtures or equipment thereto, without first obtaining Licensor's written consent, which consent shall not be unreasonably withheld. All additions, alterations, or improvements to the Garage, including, without limitation, all carpeting, partitions, and fixtures of any kind, shall become at once a part of the realty and belong to Licensor, except for unattached and movable personal property and trade fixtures placed on the Garage by the Licensee.

Section 18. No Liens

Licensee shall keep the Garage free from any liens arising out of any work performed, materials furnished, or obligations incurred by Licensee. Licensor shall have the right to post and keep posted on the Garage any notices that may be provided by law or that Licensor may deem to be proper for the protection of Licensor and the Garage from such liens.

Section 19. Repairs

At all times during the Term and at Licensee's sole cost and expense, Licensee shall keep the Garage and every part thereof in good condition and repair, including without limitation the sprinkler systems, walls (including any walls damaged by automobile use), heating, ventilating, and air conditioning systems, and mechanical, plumbing and electrical systems; provided that Licensor shall repair, at Licensee's expense, any damage to the structure of the Garage and Licensor shall repair and maintain, at Licensor's expense, the elevators in the Garage. Prior to making any repairs to the structure of the Garage required due to damage to the structure (which are performed at Licensee's expense), except in the event of emergency repairs necessary to protect health and safety, Licensor shall provide to Licensee a scope of the work to be performed as well as the projected costs of such repairs. Licensee shall have ten (10) business days in which to approve or disapprove the proposed scope or budget, which approval shall not be unreasonably withheld. With respect to any other repairs or capital improvements that Licensor may elect to effect to the structure of the Garage (at Licensor's sole cost and expense), Licensor shall provide Licensee with reasonable prior notice in order to coordinate the performance of

such work with the operation (or temporary interruption of operation) of the Garage. Licensee hereby waives all rights to make repairs at the expense of Licensor, as may be provided by any law, statute, or ordinance now or hereafter in effect. Upon expiration or earlier termination of this License, Licensee shall surrender to Licensor the Garage and all alterations, additions, and improvements thereto in the same condition as when received or when first installed, ordinary wear and tear and damage by fire, earthquake, act of God, or the elements excepted. After Licensee takes possession of the Garage, Licensor has no obligation and has made no promise to alter, remodel, improve, repair (except as expressly stated above with respect to the structure of the Garage and the elevators), decorate, or paint the Garage or any part thereof. No representations respecting the condition of the Garage have been made by Licensor to Licensee, except as may be specifically herein set forth.

Section 20. Destruction and Damage

- (a) In the event the Garage is damaged by fire, act of God, the elements, or other casualty covered by Licensor's insurance, so long as the Ground Lease remains in effect and is not terminated, Licensor forthwith shall repair the Garage, subject to the provisions of this section hereinafter set forth, and this License shall remain in full force and effect.
- (b) If the Ground Lease is terminated following such casualty, this License also shall terminate as of the date of such fire or other casualty.

Section 21. Sublicense

- (a) Without the prior written consent of Licensor, Licensee shall not assign or hypothecate this License or any interest hereunder or sublicense the Garage or any part thereof, or permit the use of the Garage by any party other than Licensee, Licensor's personnel, employees, contractors and/or agents as provided in Section 4 of this License, Licensee's arm's length customers on a daily basis and NHM's customers on a daily basis. Any of the foregoing acts without such consent shall be void. No consent by Licensor shall release Licensee from any of Licensee's obligations hereunder or be deemed to be a consent to any subsequent or further assignment, hypothecation, sublicense, or third-party use. This License shall not be assigned, nor shall any interest hereunder be assignable, as to the interest of Licensee by operation of law without the written consent of Licensor.
- (b) Regardless of Licensor's consent, no subletting or assignment shall release Licensee of Licensee's obligation or alter the primary liability of Licensee to perform all obligations to be performed by Licensee hereunder. Consent to one assignment or sublicense shall not be deemed consent to any subsequent assignment or sublicense. In the event of default by any assignee of Licensee or any successor of Licensee in the performance of any of the terms hereof, Licensor may proceed directly against Licensee without the necessity of exhausting remedies against said assignee. Licensor may consent to subsequent assignments or sublicenses of this License or amendments or modifications to this License with assignees of Licensee without notifying Licensee, or any successor of Licensee, and without obtaining its or their consent thereto, and such action shall not relieve Licensee of liability under this License.

- (c) Without limiting the foregoing, Licensor agrees hereby that Licensee may engage and contract with the parking operator that Licensee uses to operate the District Lots or another qualified parking operator (the “*District Parking Operator*”) to operate the Garage on behalf of Licensee and, to the extent that such engagement constitutes a sublicense, Licensor consents to such sublicense provided that (i) the District Parking Operator is expressly obligated in writing to comply with all of the terms of this License, (ii) Licensor is expressly named in the contract between Licensee and the District Parking Operator as a third party beneficiary of such contract with the right to enforce such contract against the District Parking Operator with respect to the operation, maintenance and repair of the Garage, (iii) the District Parking Operator shall covenant in writing to indemnify Licensor in accordance with *Exhibit D*, and (iv) if the District Parking Operator causes an Event of Default (as hereinafter defined) to exist, at Licensor’s request, Licensee shall cease to use the District Parking Operator to operate the Garage and Licensee shall either operate the Garage itself or engage a third party to do so, in accordance with the terms and conditions of this License, including this Section 21.

Section 22. Events of Default

The occurrence of any one or more of the following events (“Events of Default”) shall constitute a breach of this License by Licensee:

- (a) Licensee fails to pay any sum due hereunder and such failure continues for thirty (30) days after notice thereof from Licensor;
- (b) Licensee fails to perform or observe any other term hereof to be performed or observed by Licensee, such failure continues for more than thirty (30) days after notice thereof from Licensor, and Licensee does not within such period commence with due diligence and dispatch the curing of such default, or, having so commenced, thereafter fails or neglects to prosecute or complete with due diligence the curing of such default;
- (c) Licensee makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated as bankrupt or insolvent or files a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; or files an answer admitting or fails timely to contest the material allegations of a petition filed against it in any such proceeding; or seeks or consents to or acquiesces in the appointment of any trustee, receiver, or liquidator of Licensee or any material part of its property;
- (d) Within ninety (90) days after the commencement of any proceeding against Licensee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, such proceeding has not been dismissed, or, within ninety (90) days after the appointment without the consent or acquiescence of Licensee, of any trustee, receiver, or liquidator of Licensee or of any material part of its properties, such appointment has not been vacated; or

- (e) This License or any estate of Licensee hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within 10 days.

Section 23. Termination upon Default

If an Event of Default shall occur, and if the Event of Default results from the act or omission of the District Parking Operator or another third party engaged or retained by Licensee to operate the Garage, Licensors at any time thereafter may give a termination notice to Licensee, and as promptly as reasonably practicable by Licensee (and in no event later than the date that is six (6) months following the date on which such termination notice was delivered by Licensors to Licensee), the District Parking Operator's or such other third party's sublicense or other right to operate the Garage shall terminate, unless on or before such date all arrears of sums payable by Licensee under this License, and all costs and expenses incurred by or on behalf of Licensors hereunder, , shall have been paid to Licensors and all other breaches of this License by Licensee or any person operating by, under or through Licensee, at the time existing shall have been fully remedied to the satisfaction of Licensors.

Section 24. Other Relief

The remedies provided for in this License are in addition to any other remedies available to Licensors at law or in equity, by statute, or otherwise. Without limiting the foregoing, for any RFP issued that includes the Garage, such RFP shall include a monetary penalty, in an amount to be agreed upon between Licensors and Licensee, to be imposed on the District Parking Operator (or such other third party engaged or retained by Licensee to operate the Garage) for each day that an Event of Default exists under this License to the extent arising out of the action (or inaction) of such District Parking Operator (or such other third party) and/or its employees.

Section 25. Licensors' Right to Cure Default

All agreements and provisions to be performed by Licensee under any of the terms of this License shall be at its sole cost and expense. If Licensee shall fail to pay any sum of money required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for thirty (30) days after notice thereof by Licensors, Licensors may, but shall not be obligated so to do, and without waiving or releasing Licensee from any obligations of Licensee, make any such payment or perform any such other act on Licensee's part to be made or performed as provided in this License. All sums so paid by Licensors and all necessary incidental costs shall be payable to Licensors on demand, and Licensors shall have (in addition to any other right or remedy of Licensors) the right to offset any amount not timely repaid by Licensee against the parking fees due from Museum patrons for parking in the Garage until Licensors shall have been made whole, with interest on such sums at the rate of ten percent (10%) per annum from the date such sums were incurred until the date repaid in full.

Section 26. [Intentionally Omitted]

Section 27. Sale

In the event the original Licensors hereunder, or any successor owner of the Garage, shall sell or convey the Garage or its ground leasehold interest in the Property, all liabilities and obligations

on the part of the original Licensor, or such successor owner, under this License accruing thereafter shall terminate, and thereupon all such liabilities and obligations shall be binding on the new owner. Licensee agrees to accept such new owner as the "Licensor" under this License and to continue to perform Licensee's obligation hereunder.

Section 28. Estoppel Certificate

At any time and from time to time but on not less than ten (10) days' prior request by Licensor, Licensee will execute, acknowledge, and deliver to Licensor, promptly upon request, a certificate certifying (a) that this License is unmodified and in full force and effect (or, if there have been modifications, that this License is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which sums payable hereunder have been paid, (c) that no notice has been received by Licensee of any default that has not been cured, except as to defaults specified in said certificate, and (d) such other matters as reasonably may be requested by Licensor or any institutional lender. Any such certificate may be relied on by any prospective purchaser, mortgagee, or beneficiary under any deed of trust encumbering the Property or any part thereof.

Section 29. No Waiver; Amendment

The waiver by Licensor or Licensee of any agreement, condition, or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision herein contained, nor shall any custom or practice that may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Licensor or Licensee to insist upon the performance by Licensee or Licensor in strict accordance with said terms. This License may not be amended or modified except by a written amendment executed by Licensor and Licensee and approved by the California Department of General Services and the California Natural Resources Agency. No other entity shall have any consent or approval right or authority over any amendment agreed to in writing between Licensor and Licensee.

Section 30. Limitation of Liability

No trustee, director, officer, employee, beneficiary, shareholder, partner, or agent of Licensor, or of any partner or member of Licensor, shall be personally liable in any manner or to any extent under or in connection with this License, and Licensee and its successors and assigns and, without limitation, all other persons, partnerships, corporations and entities, hereby waive any and all such personal liability.

Section 31. Surrender

Upon termination of the term of this License by lapse of time or otherwise, Licensee agrees that it will immediately surrender and deliver up to Licensor physical possession of the Garage, together with all improvements and appurtenances in connection therewith, in good condition, reasonable wear and tear and damage by fire, the elements, and any other cause not directly attributable to the negligence of Licensee excepted. Licensee will repair any damage that may be occasioned to the Garage by its removal of its personal property and trade fixtures.

Section 32. Entire Agreement

This License constitutes the entire agreement between the parties hereto. This License shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.

Section 33. Compliance with Legal Requirements; Licensor's Obligations

- (a) At Licensee's sole cost, Licensee shall promptly comply with all laws, statutes, ordinances, rules, regulations, orders, municipal, state, and federal authorities now in force or that may later be in force (collectively "*Legal Requirements*"), including, but not limited to, OSHA; CalOSHA; all provisions of the American With Disabilities Act (the "*ADA*"); the requirements of any board of fire underwriters or other similar body now or in the future constituted; the requirements of any federal or state labor board or commission; any direction or occupancy certificate issued by public officers; workers' and unemployment compensation laws; equal employment opportunity laws; and tax withholding laws, insofar as they relate to the condition, use, or occupancy of the Garage or the operation of the Garage; except as regarding (i) structural changes or changes to the electrical, mechanical, or plumbing systems of the Property, to the extent such changes are not necessitated by Licensee's acts or by improvements made for Licensee; (ii) alterations or improvements to the Property as a whole or the common areas of the Property; and (iii) work necessitated by defects in the construction of the Property. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether Licensor be a party or not, that Licensee has violated any Legal Requirement in the condition, use, or occupancy of the Garage, shall be conclusive of that fact as between Licensor and Licensee.
- (b) In the event that, following completion of the construction of the Garage and issuance of the certificate of occupancy therefor (confirming that the Garage is compliant with all then-applicable Legal Requirements), Licensor shall be required to comply with any Legal Requirement as a result of any subsequent structural changes, changes to the electrical, mechanical, or plumbing systems of the Property or the Garage or any alterations or improvements to the Property as a whole or the common areas of the Property done solely for the benefit of Licensee, any and all costs of such changes, alterations, and improvements, together with any and all costs associated with Licensor's compliance with Legal Requirements in connection therewith, shall be for the account of Licensee, and Licensee shall within ten (10) days of receipt pay all invoices therefor.
- (c) The obligations imposed on Licensee by this Section 33 are in addition to, and not in lieu of, the obligations imposed on Licensee by Section 2 of this License.

Section 34. Access

Licensor and its employees, agents and contractors shall have the right to enter the Garage at any time, in the case of an emergency, and otherwise at reasonable times for the purpose of inspecting the Garage for compliance with this Agreement; for the purpose of making such alterations, repairs and improvements to the Garage as Licensor may deem necessary or desirable; for the purpose of maintaining, repairing and/or replacing the piping in the ceiling of

the Garage serving aspects of the mechanical, electrical and plumbing systems for the Museum; and, if a seismic event shall occur, for the purpose of repairing and replacing the "jackets" for the seismic isolators protecting the Museum structure. Licensor shall use commercially reasonable efforts to ensure that its exercise of its right of access does not materially interfere with, interrupt or impede Licensee's operation of the Garage. Such Licensor activity shall be without liability to Licensee.

Section 35. Time of Essence

Time is of the essence with respect to the obligations to be performed under this License.

Section 36. Security Measures

Licensee shall provide guard service and such additional security measures as may be necessary to protect Licensee, its agents, customers, licensees, and invitees, and the property of Licensee, its agents, customers, licensees, and invitees from acts of third parties. Nothing contained in this License shall prevent Licensor at Licensor's sole option from providing security protection for the Property or any part of it. Without limiting the foregoing, Licensee agrees that in the event of, and during the pendency of any riot, insurrection, civil disturbance or other similar emergency circumstances which Licensor believes presents a risk or threat to the Museum, its contents, its personnel and/or its patrons, Licensor shall have right to (a) shut down the Garage, (b) cause each car entering the Garage to be searched, and/or (c) provide additional security for the Garage, provided, Licensor shall at all time cooperate with and defer to the California Highway Patrol.

Section 37. Governing Law

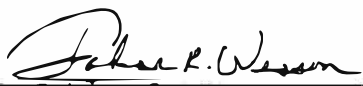
This License shall be governed by and construed in accordance with the laws of the State of California. The parties hereto stipulate that any action brought hereunder or in connection herewith shall be brought and be proper in the Municipal or Superior Court, as the case may be, of the City and County of Los Angeles, California.

Rest of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LICENSEE:

CALIFORNIA SCIENCE CENTER

By: 
Fabian R. Wesson

Title: Chair, Board of Directors

LICENSOR:

LUCAS MUSEUM OF NARRATIVE ART

By: _____

Title: _____

ADDITIONAL APPROVAL SIGNATURES:

CALIFORNIA NATURAL RESOURCES
AGENCY

DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LICENSEE:

CALIFORNIA SCIENCE CENTER

LICENSOR:

LUCAS MUSEUM OF NARRATIVE ART

By: _____

By: _____

Title: _____

Title: _____

ADDITIONAL APPROVAL SIGNATURES:

CALIFORNIA NATURAL RESOURCES
AGENCY

DEPARTMENT OF GENERAL SERVICES

By:  _____

By: _____

Title: Undersecretary

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LICENSEE:

CALIFORNIA SCIENCE CENTER

By: _____

Title: _____

LICENSOR:

LUCAS MUSEUM OF NARRATIVE ART

By: _____

Title: _____

ADDITIONAL APPROVAL SIGNATURES:

CALIFORNIA NATURAL RESOURCES
AGENCY

By: _____

Title: _____

DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

LICENSEE:

CALIFORNIA SCIENCE CENTER

By: _____

Title: _____

LICENSOR:

LUCAS MUSEUM OF NARRATIVE ART

By:  _____

Title: VICE PRESIDENT

ADDITIONAL APPROVAL SIGNATURES:

CALIFORNIA NATURAL RESOURCES
AGENCY

By: _____

Title: _____

DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Exhibit A

The Property

EXHIBIT "A"

LEASE PROPERTY

Portions of Lots 33, 34, 37, 38, 41, 42, 45, 46, 49, 50, 53, 54, 57, 58, 61, 62, 65, 66, and portions of Lots 69 through 116, inclusive, of Southern District Agricultural Park and Adjoining Lots, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 4, Page 352 of Miscellaneous Records, together with a portion of 39th Street, shown as San Bernardino Avenue, 80.00 feet wide, on said Map, together with a portion of Leighton Avenue, shown as Inyo Street, 50.00 feet wide, on said Map, and together with portions of that certain Alley, 20.00 feet wide, as shown on said Map, all in the Office of the County Recorder of said County, described as followse

Parcel 1

Beginning at the northwest corner of said Lot 33, thence southerly, along the westerly lines of said Lots 33, 37, 41, 45, 49, 53, 57, 61 and 65, South 00°11'16" West 450.23 feet to the southwest corner of said Lot 65; thence South 00°11'16" West 80.00 feet to the northwest corner of said Lot 69; thence southerly, along the westerly lines of said Lots 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93 and 95, South 00°11'16" West 679.57 feet to a point hereinafter referred to as "Point A"; thence leaving said westerly lines of said Lots, South 89°48'44" East 372.52 feet to the easterly line of said Lot 96; thence northerly, along the easterly lines of said Lots 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94 and 96, North 00°06'04" East 680.47 feet to the northeast corner of said Lot 70; thence North 00°06'04" East 80.00 feet to the southeast corner of said Lot 66; thence northerly, along the easterly lines of said Lots 34, 38, 42, 46, 50, 54, 58, 62 and 66, North 00°06'04" East 449.82 feet to the northeast corner of said Lot 34; thence westerly along the northerly line of said Lot 34, North 89°53'13" West 175.03 feet to the northwest corner of said Lot 34; thence North 89°53'13" West 20.00 feet to the northeast corner of said Lot 33; thence westerly, along the northerly line of said Lot 33, North 89°53'13" West 175.66 to the Point of Beginning.

1
2 Except therefrom the westerly 20.00 feet of said Lots 33, 37, 41, 45, 49, 53, 57, 61, 65,
3 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93 and 95.

4
5 Also except therefrom that portion of said 39th Street, shown as San Bernardino Avenue,
6 80.00 feet wide, on said Map, lying westerly of a line that is parallel with and 20.00 feet
7 easterly of the westerly line of Lot 65 and its southerly prolongation.

8
9 Parcel 2

10
11 A volume of airspace of unlimited height, described as follows:

12
13 Beginning at the hereinbefore described Point A; thence easterly, along the southerly line
14 of the hereinbefore described Parcel 1, South 89°48'44" East 372.52 feet to the east line
15 of said Lot 96; thence southerly, along the easterly lines of said Lots 96 and 98,
16 South 00°06'04" West 69.87 feet to the southeast corner of said Lot 98; thence
17 South 00°06'04" West 50.00 feet to the northeast corner of said Lot 100; thence
18 southerly, along the easterly lines of said Lots 100, 102, 104, 106, 108, 110, 112, 114 and
19 116, South 00°06'04" West 417.27 feet; thence leaving said easterly lines,
20 North 89°48'44" West 373.33 feet to the westerly line of said Lot 115; thence northerly,
21 along the westerly lines of said Lots 99, 101, 103, 105, 107, 109, 111, 113 and 115,
22 North 00°11'16" East 416.63 feet to the northwest corner of said Lot 99; thence
23 North 00°11'16" East 50.00 feet to the southwest corner of said Lot 97; thence northerly,
24 along the westerly lines of said Lots 95 and 97, North 00°11'16" East 70.51 feet to said
25 "Point A" being the Point of Beginning.

26
27 Except therefrom the westerly 20.00 feet of said Lots 95, 97, 99, 101, 103, 105, 107, 109,
28 111, 113 and 115.

Also except therefrom that portion of Leighton Avenue, shown as Inyo Street, 50.00 feet wide, on said Map, lying westerly of a line that is parallel with and 20.00 feet easterly of the westerly line of Lot 97 and its southerly prolongation.

The bottom plane of said volume of airspace shall have an elevation of 166.66 feet.

The elevation stated hereon is based on the following benchmark:

City of Los Angeles Bench Mark No. 18-08210
CITY OF L.A. BM DISC IN 8IN MON; 7FT E OF E CURB LINE MENLO AVE; 21FT
S/O S CURB LINE 39TH ST SOUTH RDWY *STMPD 19-R 2*
Elevation= 174.412 feet, 1985 Adjustment, NGVD 1929

This Legal Description is described on the accompanying "Legal Description Map, Exhibit B", is made a part hereof for reference purposes, was prepared as a convenience, and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



A handwritten signature in dark ink, appearing to read "Tom McDermott", written over a horizontal line.

Thomas P. McDermott, PLS 8555

PSOMAS

Date: 7/26/2017

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

POB, PARCEL 1
NW CORNER LOT
33, SOUTHERN
DISTRICT
AGRICULTURE
PARK, MR
4-352

38TH
STREET

VERMONT AVENUE

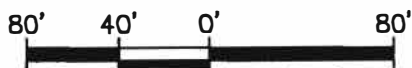
**SW CORNER LOT
65, SOUTHERN
DISTRICT
AGRICULTURE
PARK, MR
4-352**

39TH

STREET

SAN BERNARDINO AVENUE

SEE SHEET 2



GRAPHIC SCALE
SCALE: 1" = 80'

USC

LEGEND



AREA DESCRIBED IN
LEGAL DESCRIPTION

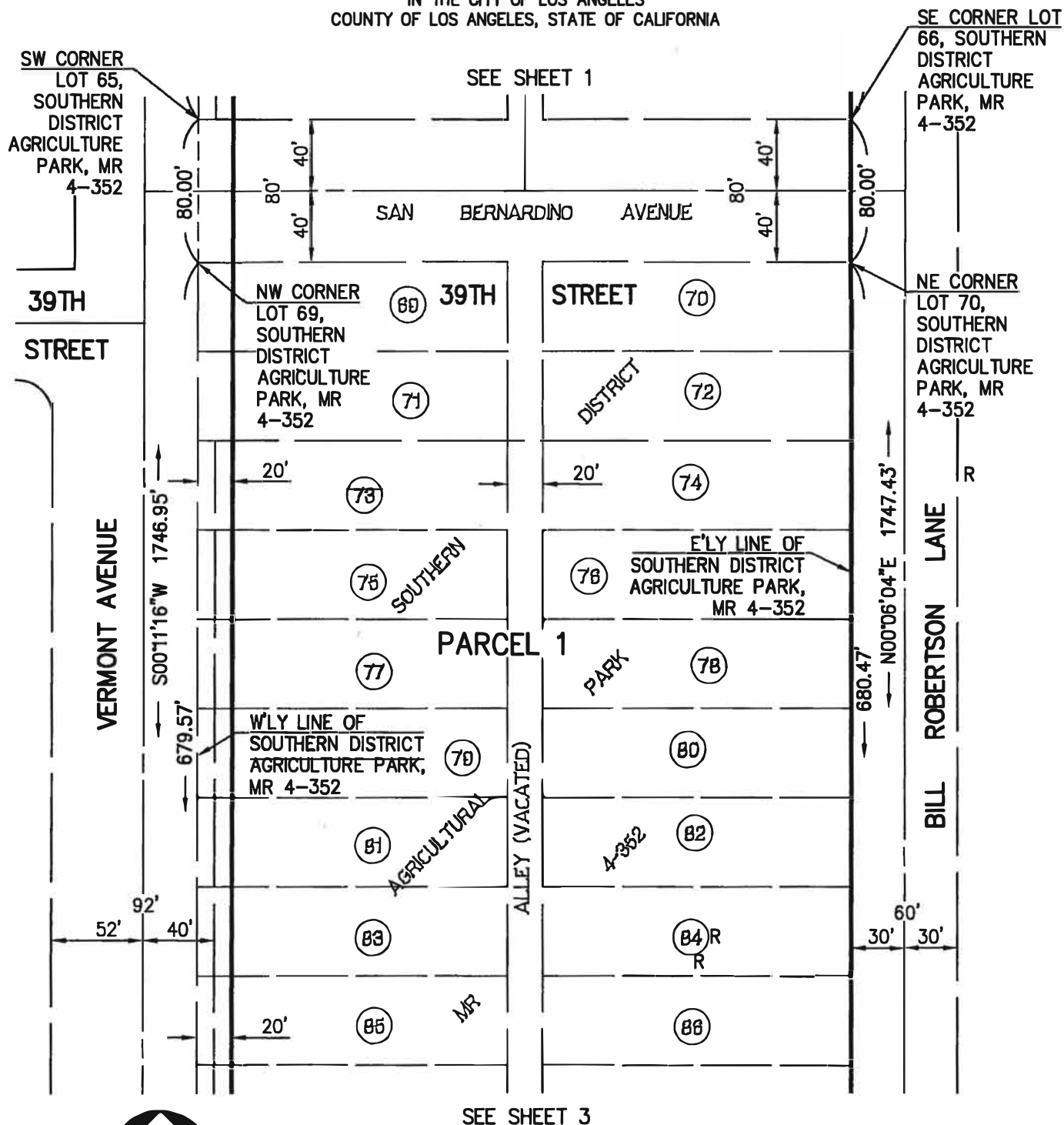
DATE: 7/26/2017 REVISED:
JOB No: 1USC071602, TASK 103

P S O M A S

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

PL-01LG01

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



SEE SHEET 3

DATE: 7/26/2017 REVISED:
JOB No: 1USC071602, TASK 103

LEGEND



AREA DESCRIBED IN
LEGAL DESCRIPTION

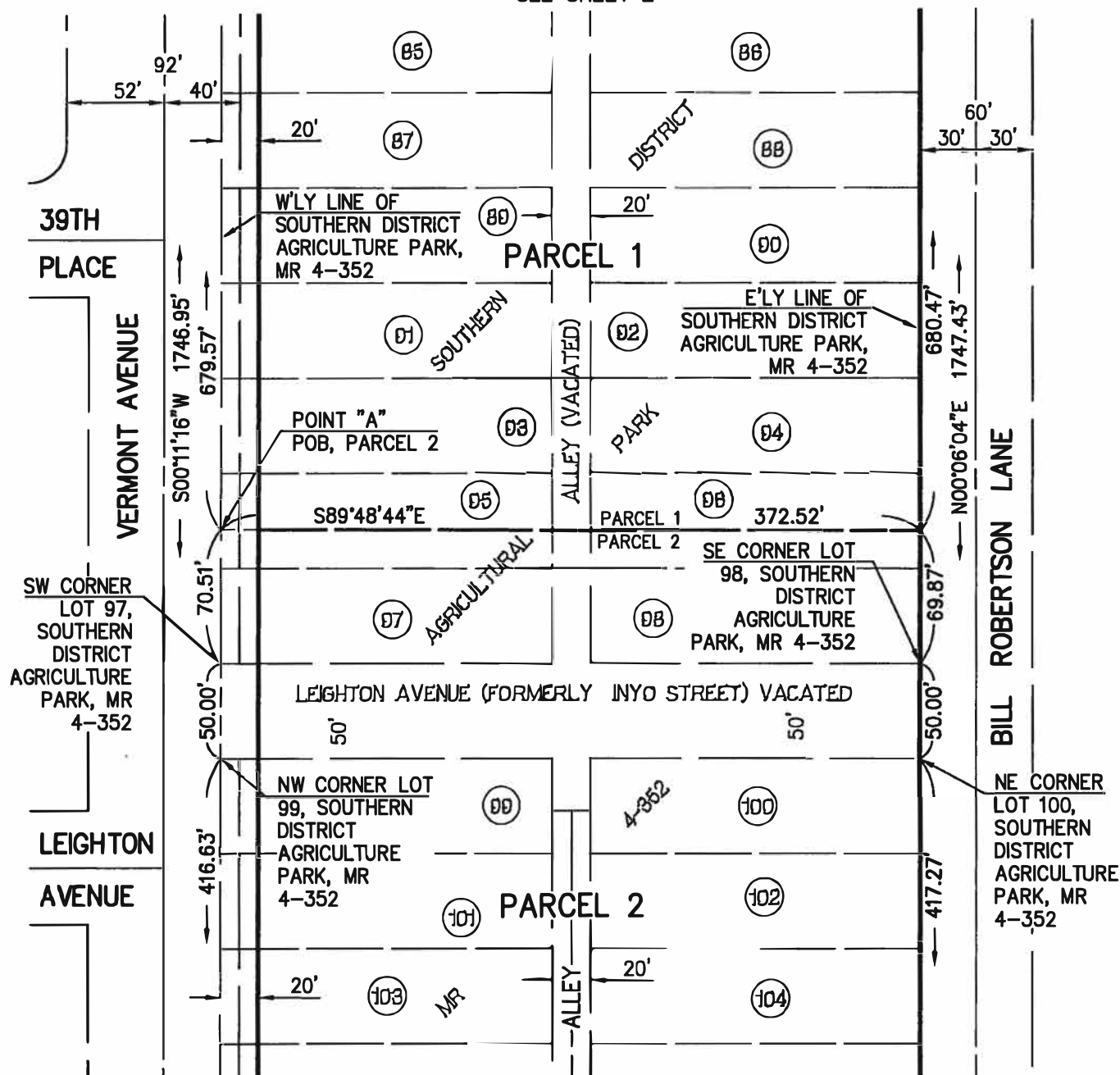
P S O M A S

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

PL-01LG02

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 2



SEE SHEET 4

NOTE

ELEVATION OF BOTTOM
PLANE OF PARCEL 2
= 166.66 FEET

DATE: 7/26/2017 REVISED:
JOB No: 1USC071602, TASK 103

LEGEND



AREA DESCRIBED IN
LEGAL DESCRIPTION

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

PL-01LG03



A horizontal number line with tick marks at 80', 40', 0', and 80'. The line is divided into four equal segments by these tick marks.

GRAPHIC SCALE
SCALE: 1" = 80'

USC

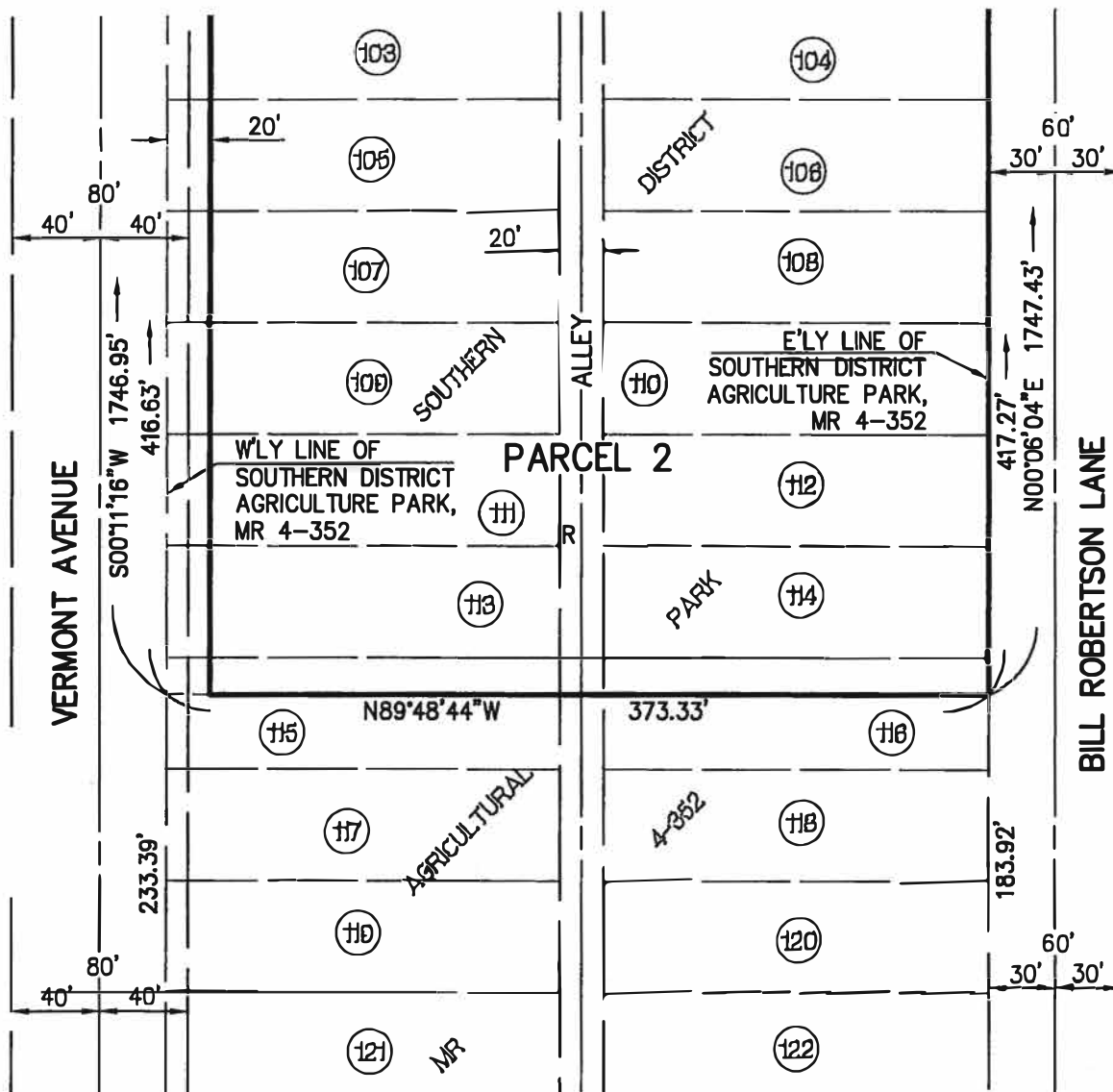
SCALE: 1" = 80'

SHEET 4 OF 4 SHEETS

LEGAL DESCRIPTION MAP EXHIBIT 'B'

IN THE CITY OF LOS ANGELES
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SEE SHEET 3



NOTE

ELEVATION OF BOTTOM
PLANE OF PARCEL 2
= 166.66 FEET

DATE: 7/26/2017 REVISED:
JOB No: 1USC071602, TASK 103

LEGEND



AREA DESCRIBED IN
LEGAL DESCRIPTION

GRAPHIC SCALE
SCALE: 1" = 80'

USC

PSOMAS

555 South Flower Street, Suite 4300
Los Angeles, CA 90071
(213)223-1400 (213)223-1444 (FAX)

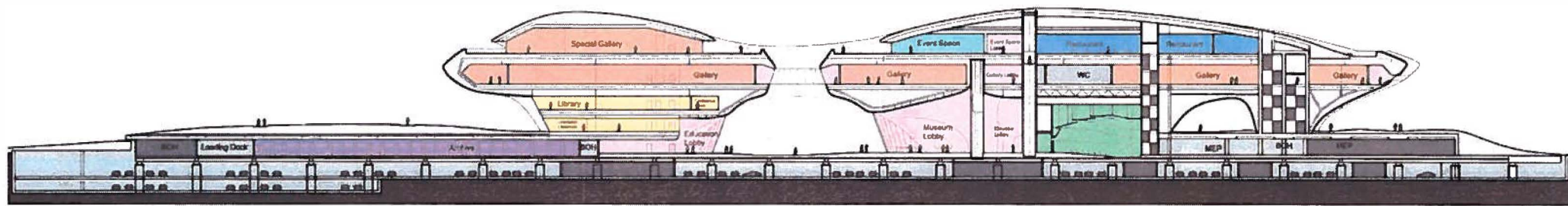
PL-01LG04

Jul. 26, 2017 - 14:46:35 DWG Name: W:\USC\COLISEUM\1USC071602\SURVEY\LEGALS\PL-01LG04_LEASE.dwg Updated By: thomas.mcdermott

Exhibit B

The Garage

Cross Section

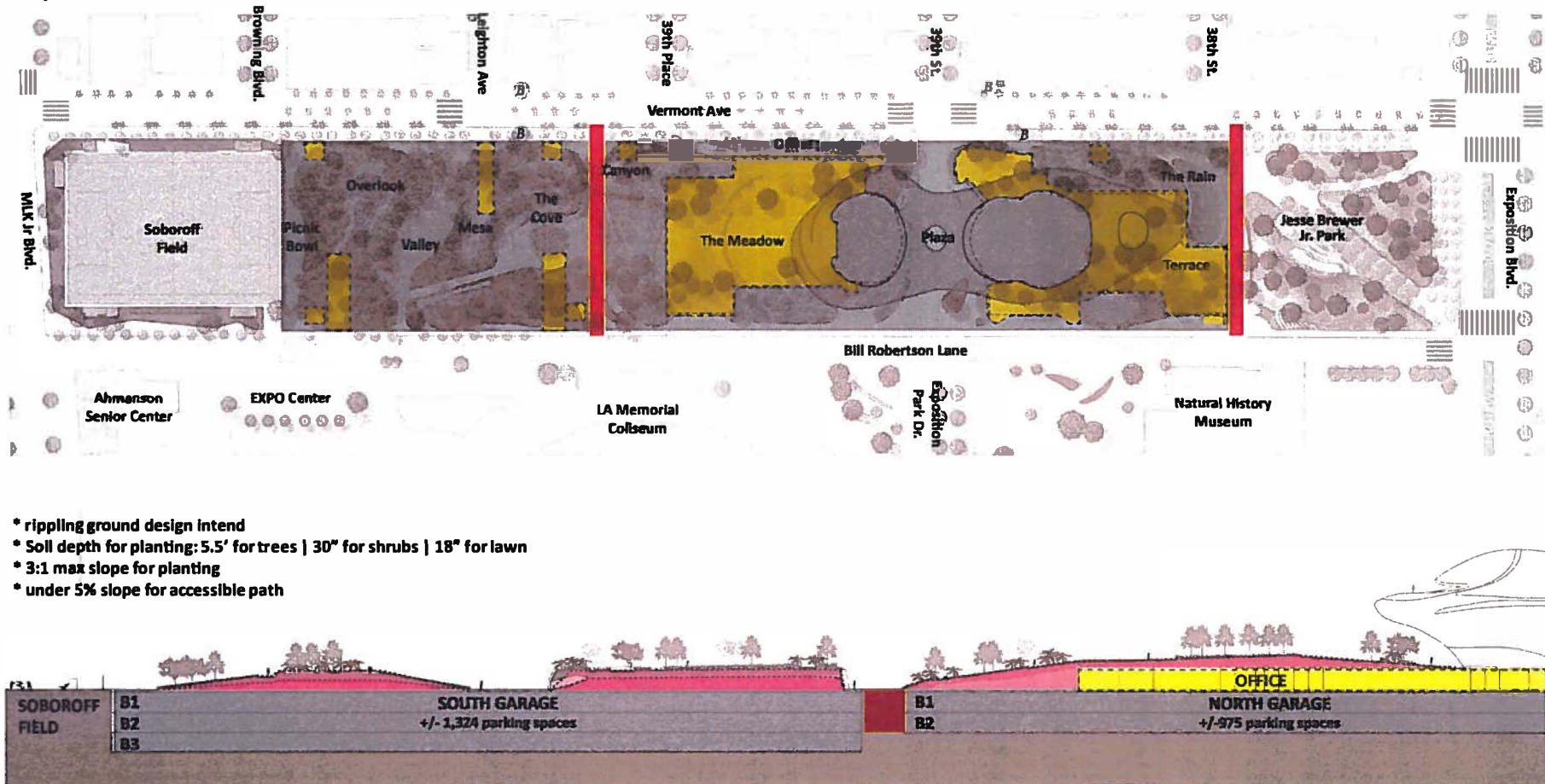


LEGEND	
	Parking
	Theatres
	Restaurant
	Event Space
	Library
	Archives
	Lobbies
	Galleries

Impact Plan

- * museum level 1
- * 2 parking structures with vehicular and pedestrian accesses
- * 2 utilities corridors - 30'
- * adjacent influences

Impact Plan



- * rippling ground design intend
- * Soil depth for planting: 5.5' for trees | 30" for shrubs | 18" for lawn
- * 3:1 max slope for planting
- * under 5% slope for accessible path

Exhibit C

Initial Parking Rates

The initial parking rates for the Garage will be the then-existing daily and special event parking rates charged by Licensee for the District Lots as of the Commencement Date.

Exhibit D

District Parking Operator Indemnity

District Parking Operator agrees to defend, indemnify, and hold harmless Licensor, its trustees, members, partners, shareholders, employees, officers, directors, and agents (collectively, the “*Indemnified Parties*”) from any and all loss, cost, liability, damage, and expense, including, without limitation, penalties, fines, and attorney’s fees and costs, incurred in connection with or arising from any cause whatsoever in, on, or about the Garage, including, without limiting the generality of the foregoing: (i) any default by District Parking Operator in the observance or performance of any of the terms, covenants, or conditions of this License on District Parking Operator’s part to be observed or performed, (ii) the use or occupancy or manner of use or occupancy of the Garage by District Parking Operator or any person or entity claiming through or under District Parking Operator, (iii) the condition of the Garage or any occurrence or happening on the Garage from any cause whatsoever (other than any default in the initial construction of the Garage by Licensor), (iv) any violation of Legal Requirements by District Parking Operator or any person or entity claiming through or under District Parking Operator, or by the agents, contractors, employees, sublicensees, invitees, or visitors of District Parking Operator, (v) any damages sustained or incurred by Licensor from any labor dispute or strike on the part of District Parking Operator’s employees or directed at District Parking Operator, (vi) any acts, omissions, or negligence of District Parking Operator or any person or entity claiming through or under District Parking Operator, or of the agents, contractors, employees, sublicensees, invitees, or visitors of District Parking Operator or any such person or entity, in, on, or about the Garage or the Property, related to events occurring or alleged to have occurred during the term of this License, including, without limitation, any acts, omissions, or negligence in the making or performing of any alterations, or (vii) any claim arising out the failure or the alleged failure of District Parking Operator or Licensor to provide security to the Garage, except to the extent that such damage or claim results from the acts, omissions or negligence of the Indemnified Parties. District Parking Operator further agrees to defend, indemnify, and hold harmless the Indemnified Parties from and against any and all loss, cost, liability, damage, and expense, including, without limitation, attorney’s fees and costs, incurred in connection with or arising from any claims by any persons by reason of injury to persons or damage to property occasioned by any use, occupancy, condition, occurrence, happening, act, omission, or negligence referred to in the preceding sentence. In the event any action or proceeding is brought against any Indemnified Party for any claim against which District Parking Operator is obligated to indemnify such Indemnified Party under this License, District Parking Operator, upon notice from such Indemnified Party, shall defend such action or proceeding at District Parking Operator’s sole expense by counsel approved by such Indemnified Party.